

Exhibit D

DECLARATION OF JOHNNY ALVAREZ

I, Johnny Alvarez, declare as follows:

1. My name is Johnny Alvarez. I am over the age of eighteen years, and competent to make this declaration. I make this declaration pursuant to the provisions of 28 U.S.C. §1746.
2. I make this declaration based upon personal knowledge and, if sworn as a witness, could and would testify competently to the facts contained herein.
3. I was hired by Defendant MG Building Materials, LTD as an hourly employee in mid-January 2023, and my first paycheck was for the two week pay period ending February 3, 2023.
4. I currently work in MG's shipping and production department. When I began my employment, I was making \$17 an hour, which has gradually increased to \$20 an hour, my current hourly rate.
5. Throughout my employment with MG, my supervisors would consistently shave approximately five overtime hours from my pay, which occurred, on average, every other week. As soon as I noticed this, I complained to my supervisors who told me they would look into the matter and remedy it, but no one ever followed up on my complaint nor did I ever receive the overtime hours back that were wrongfully removed from my pay. This practice appears to have stopped in early May of this year.
6. In an attempt to reconstruct the unpaid overtime I am owed, I was able to print out my gross pay for every two week pay period. I true and correct copy of that printout is attached hereto as Attachment 1. The printout containing my gross pay also contained what MG claims was the total hours I worked during every two week pay period. As reflected on the spreadsheet attached to this Declaration as Attachment 2, by reviewing these printouts, I was able to break down my hours into weekly segments, and I was able to determine what my pay per hour was for each pay period.
7. By adding in five hours of unpaid overtime every other week (5 hours per two-week pay period), I have determined that I am owed \$4,373.10 in unpaid overtime.¹ Because I was paid on an hourly basis, all hours worked above 40 per week are based on the standard "time-and-a-half" calculation

I declare under penalty of perjury that the foregoing is true and correct.

¹ For those few weeks in which adding in five hours per week did not give me more than 80 hours in a two-week pay period, I did not calculate damages for those weeks. If adding in 5 hours per week brought my total hours for a two week period from below 80 to above 80, I did not count the hours below 80 as damages. For example, MG reported that I worked 78.85 hours for the two week period ending April 12, 2024. Adding 5 hours to this number brings my total hours worked to 83.85, so damages were calculated at 3.85 hours multiplied by my overtime rate of \$30, which is \$115.50.

Executed on July 23, 2024.

A handwritten signature in black ink, appearing to read 'Johnny Alvarez', is positioned above a horizontal line.

Johnny Alvarez